UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---X

AIG PROPERTY CASUALTY COMPANY a/s/o ARIELA RIFKIN,

Plaintiff,

-against-

CONSULATE GENERAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, MARGARET STROH and AMERICAN ZURICH INSURANCE COMPANY,

Defendants.

---X

Case No.: 1:17-cv-2596

COMPLAINT

Plaintiff, AIG Property Casualty Company, by its attorneys, Frenkel Lambert Weiss Weisman & Gordon, LLP, as and for its complaint against the defendants alleges, upon information and belief, as follows:

PARTIES

1. At all times hereinafter mentioned, plaintiff AIG Property Casualty Company ("AIG") was and still is a Pennsylvania Corporation authorized to issue policies within the State of New York.

2. At all times hereinafter mentioned, defendant Consulate General of the United Kingdom of Great Britain and Northern Ireland (hereinafter the "British Consulate") was and still is a mission of the Foreign & Commonwealth Office of Great Britain and Northern Ireland, which maintains it office at King Charles Street, London, SW1A 2AH.

3. At all times hereinafter mentioned, defendant Margaret Stroh ("Stroh") was and still is employed by the British Consulate.

4. At all times hereinafter mentioned, defendant American Zurich Insurance Company ("American") was and still is an Illinois insurance company authorized to do business in the State of New York.

JURISDICTION AND VENUE

5. Original and exclusive jurisdiction of the Court is invoked pursuant to 28 U.S.C. § 1364, 28 U.S.C. § 1602 and 28 U.S.C. § 1605. The jurisdiction of this Court is also invoked pursuant to U.S.C. § 1332 as the parties are completely diverse in citizenship and the amount in controversy exceeds $75,000.00.

6. Venue is proper in this District as all or a substantial part of the event giving rise to plaintiff's claim occurred in New York, New York,

FIRST COUNT

7. At all times hereinafter mentioned, plaintiff's subrogor and/or assignor, Ariela Rifkin ("Rifkin") was and still is the owner of Apartment 15D at 351 East 51st Street, New York, New York (the "Rifkin Premises").

8. At all times hereinafter mentioned, the British Consulate was the owner of penthouse apartment PH-1A located at 351 East 51st Street Apartment New York, New York (the "British Consulate's Premises").

9. At all times hereinafter mentioned, Stroh was and still is employed by the British Consulate and was responsible to maintain the British Consulate's Premises.

10. At all times hereinafter mentioned, the British Consulate was insured by American.

11. At all times hereinafter mentioned, Stroh was insured by American.

12. At all times hereinafter mentioned, the British Consulate's Premises was located above the Rifkin Premises.

13. At all times hereinafter mentioned, the British Consulate's Premises contained an HVAC unit which serviced the British Consulate's Premises.

14. Prior to August 3, 2016, the British Consulate had the responsibility to maintain the

HVAC system in the British Consulate's Premises.

15. On or about August 3, 2016, water leaked, escaped and flowed from the HVAC system that serviced the British Consulate's Premises and into and throughout the Rifkin Premises and caused damages to the Rifkin Premises and the property contained therein.

16. The damage to the Rifkin Premises and property was caused solely by the negligence, gross negligence, carelessness and/or recklessness of the defendants and/or their agents, representatives, employees and/or servants in causing, permitting and/or allowing water to leak from the HVAC system in the British Consulate's Premises; in allowing a drip pan that serviced an HVAC unit in the British Consulate's Premises to overflow and/or malfunction; and in the failure to properly maintain and/or repair the HVAC system drip pans and/or pipes in the British Consulate's Premises so as to permit water to overflow, flood, inundate and cause severe damage to the Rifkin Premises and the personal property contained therein.

17. The ownership and maintenance of the British Consulate's Premises is a commercial activity for the purposes of 28 U.S.C. § 1602 and 28 U.S.C. § 1605 and the Court's jurisdiction over the British Consulate and Stroh.

18. By reason of the acts and/or omissions of the defendants, and without any such culpable conduct on the part of Rifkin contributing thereto, Rifkin sustained damages in the sum of at least $107,147.44.

19. Pursuant to a policy of insurance then in full force and effect, AIG reimbursed its insured, Rifkin, in the sum of $107,147.44, and AIG has become subrogated and/or assigned to all of the rights, claims, and causes of action of its insured against all of the parties responsible for loss, including the defendants named in the complaint.

20. By reason of the aforesaid, the defendants are jointly and severally liable and indebted

to AIG in the sum of at least $107,147.44 with interest from August 3, 2016.

21. Pursuant to 28 U.S.C. § 1364, plaintiff has a right to maintain a direct cause of action against American, as the insurer of the British Consulate and Stroh.

WHEREFORE, plaintiff demands judgment against defendants, jointly and severally, in the sum of at least $107,147.44, together with interest from August 3, 2016 and costs and disbursements of this action and for such other and further relief as this Court deems just and proper.

Dated: New York, New York
April 11, 2017

FRENKEL LAMBERT WEISS
WEISMAN & GORDON, LLP
Attorneys for Plaintiff

By: ______________________________
LAWRENCE LAMBERT (LL:9050)
One Whitehall Street, 20th Floor
New York, New York 10004
(212) 344-3100
Our File No. 02-082389